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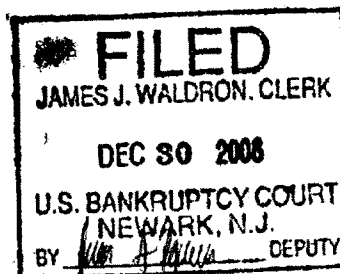


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# EXHIBIT 1



**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY**

In re:

G-I HOLDINGS INC., et al.  
(f/k/a GAF Corporation),

Debtors.

Chapter 11

Case Nos. 01-30135 and 01-38790 (RG)  
(Jointly Administered)

Honorable Rosemary Gambardella

**STIPULATION AND PROTECTIVE ORDER  
REGARDING CONFIDENTIAL INFORMATION**

The relief set forth on the following pages, numbered (1) through (22), and Exhibit A hereto, is hereby **ORDERED**.

ROSEMARY GAMBARDELLA  
United States Bankruptcy Judge

Dated: December 30, 2008

**In re G-I Holdings, Inc., et al.  
Case Nos. 01-30135 (RG) and 01-38790 (RG) (Jointly Administered)  
STIPULATION AND PROTECTIVE ORDER REGARDING CONFIDENTIAL INFORMATION**

This Protective Order pursuant to Bankruptcy Rule 9014 and Fed. R. Civ. P. 26(c) shall govern the production, review and handling of the materials produced pursuant to proceedings relating to the confirmation to the Joint Plan of Reorganization of G-I Holdings Inc. and ACI Inc. Under Chapter 11 of the Bankruptcy Code filed by the Debtors on August 21, 2008, as amended from time to time (the "Plan" and such confirmation proceedings, "Plan Confirmation"), including but not limited to issues raised by the United States' First Objection to Confirmation of the Plan, filed on October 14, 2008 [Docket No. 8397].

1. Parties producing discovery in these proceedings (a "Producing Party" and, collectively, the "Producing Parties") may designate as "Confidential" any confidential commercial or personal information produced to parties-in-interest (an "Interested Party" and, collectively, the "Interested Parties") which the Producing Party in good faith believes is non-public material the use and dissemination of which should be limited as provided herein. "Confidential" material, as used herein, shall refer to any document, testimony or other discovery materials and copies thereof that is so designated, and shall also refer to the information contained in such materials.

2. Material designated "Confidential" shall be maintained in confidence by the Interested Parties to whom such materials are produced and shall not be disclosed to any person except:

(a) the Court, its personnel, any other person (such as a master or mediator) who serves in a judicial or quasi-judicial function, and professional court reporters engaged to transcribe testimony in this litigation;

(b) in-house counsel employed by any party, outside counsel of record and employees of counsel of record;

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Case Nos. 01-30135 (RG) and 01-38790 (RG) (Jointly Administered)

**STIPULATION AND PROTECTIVE ORDER REGARDING CONFIDENTIAL INFORMATION**

(c) such officers and employees of the parties as outside counsel of record in good faith deem necessary to assist in this action, as well as employees of the United States Department of Justice, and any federal agency, including the Internal Revenue Service, who may be assisting in the representation of any of the parties in connection with the Plan Confirmation;

(d) any witness in a deposition conducted in connection with Plan Confirmation, provided that prior to being given access to Confidential information, the witness shall execute the Certification attached to this Stipulation and Order certifying that he or she has read and understands the terms of this Stipulation and Order and agrees to be bound by it, provided further that the witness may not retain copies of any Confidential information; and

(e) an Interested Party's outside experts or consultants retained in connection with Plan Confirmation, provided that prior to the time that any such expert or consultant is given access to Confidential information, such expert or consultant shall have executed an undertaking in the form of Exhibit A hereto agreeing to be bound by this Order, which undertaking shall be retained by counsel for the party who engaged such expert or consultant.

3. Producing Parties may designate as "Highly Confidential" any material that contains non-public information relating to tax data, personnel, business information, personal financial information, trade secrets, proprietary technical information, customer lists, financial results or data, financial or business plans and strategies, projections or analyses, financial studies or analyses by internal or outside experts or consultants, competitive analyses, securities holdings information or other highly sensitive information. "Highly Confidential" material, as used herein, shall refer to any so designated document, testimony or other discovery material and all copies thereof, and shall also refer to the information contained in such materials.

**In re G-I Holdings, Inc., et al.**

**Case Nos. 01-30135 (RG) and 01-38790 (RG) (Jointly Administered)**

**STIPULATION AND PROTECTIVE ORDER REGARDING CONFIDENTIAL INFORMATION**

4. Material designated "Highly Confidential" shall be maintained in confidence by the Interested Parties to whom such materials are produced and shall not be disclosed to any person except:

(a) the Court, its personnel, any other person (such as a master or mediator) who serves in a judicial or quasi-judicial function, and professional court reporters engaged to transcribe testimony in this litigation;

(b) in-house counsel employed by any party, outside counsel of record and employees of counsel of record;

(c) any witness in a deposition conducted in connection with Plan Confirmation, provided that prior to being given access to Highly Confidential information, the witness shall execute the Certification attached to this Stipulation and Order certifying that he or she has read and understands the terms of this Stipulation and Order and agrees to be bound by it, provided further that the witness may not retain copies of any Highly Confidential information;

(d) an Interested Party's outside expert or consultant retained in connection with Plan Confirmation litigation, provided that prior to the time that any such expert or consultant is provided Highly Confidential information, such expert or consultant shall have executed an undertaking in the form of Exhibit A hereto agreeing to be bound by this Order, which undertaking shall be retained by counsel for the party who retained such expert or consultant.

For purposes of this Protective Order an "outside" expert or consultant is such an expert or consultant who is not an employee of the party or an affiliate of the party.

5. All persons who receive "Confidential" or "Highly Confidential" materials shall take reasonable steps to safeguard such information so as to avoid its disclosure to persons who are not eligible to receive it.



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**Case Nos. 01-30135 (RG) and 01-38790 (RG) (Jointly Administered)**

**STIPULATION AND PROTECTIVE ORDER REGARDING CONFIDENTIAL INFORMATION**

6. Nothing in this Protective Order shall be taken as indicating that any discovery materials are in fact "Confidential" or "Highly Confidential" or entitled to confidential treatment.

In the event that any Interested Party disagrees at any stage of these proceedings with the designation by a Producing Party of documents designated "Confidential" or "Highly Confidential," those parties shall try first to resolve such dispute in good faith on an informal basis. If the dispute cannot be resolved, the objecting party may seek appropriate relief from the Court, and the party asserting confidentiality shall have the burden of proving same.

7. The designation of "Confidential" or "Highly Confidential" material shall be effective by either (a) the placing or affixing on each page of such material (in such manner as will not interfere with the legibility thereof) a "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" notice or the equivalent, or (b) in the case of testimony, making a statement on the record that such testimony is to be treated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL," or providing separate written notice to counsel for the parties, including the United States. To allow a reasonable opportunity to make such a designation, each deposition transcript and the exhibits thereto shall be deemed to be designated "Highly Confidential" until five (5) business days after a copy of the deposition transcript is received by the party that noticed the deposition or 48 hours before the deadline for submitting objections to confirmation, whichever is sooner. Failure to make a confidentiality statement at a deposition, or provide written notice in accordance with the foregoing, waives any confidentiality claim to the testimony at issue.

8. Within five (5) days of the execution of this Order, the Debtors shall provide counsel for Interested Parties with written notice (by e-mail) identifying which of the documents Debtors G-I Holdings Inc. and ACI Inc. (collectively, the "Debtors") have already produced

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(bates stamped GI000001-2457) have been designated by the Debtors as "Confidential" or "Highly Confidential." Failure to provide such list waives any claim that documents already produced by the Debtors are "Confidential" or "Highly Confidential."

9. All discovery materials, whether designated "Confidential" or "Highly Confidential" or not so designated, shall be used by the person receiving it solely for purposes related to Plan Confirmation Litigation, or any appeal therefrom, and shall not be used by that person in any other litigation or for any business, commercial, competitive, personal or other purpose unless otherwise agreed in writing by the producing party; provided, however, that nothing in this paragraph shall preclude any person from (i) seeking or opposing the discovery of any documents in another proceeding, or (ii) applying to the Court for relief from this Order pursuant to paragraph 10.

10. Nothing shall prevent disclosure beyond the terms of this Order if the party designating the information as "Confidential" or "Highly Confidential" consents to such disclosure in writing, or if the Court orders such disclosure. On notice, any party may apply to the Court for relief related to or from this Order.

11. Nothing in this Protective Order shall require disclosure of any material which is protected from disclosure by the attorney-client privilege, work-product doctrine immunity or any other legally recognized privilege. The inadvertent production of any document or information during discovery in this action shall be without prejudice to any claim that such material is privileged under the attorney-client privilege, work-product doctrine or any other legally recognized privilege, and no party shall be held to have waived any rights by such inadvertent production. Upon written request by the inadvertently producing party, the receiving

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party shall (a) return the original and all copies of such documents and (b) shall not use such information for any purpose unless allowed by order of the Court.

12. All "Highly Confidential" material shall be stored under the direct control of counsel of record who shall be responsible for preventing any disclosure thereof, except in accordance with the terms of this Protective Order.

13. If designated material is disclosed to any person other than in the manner authorized by this Protective Order, the party responsible for the disclosure shall, immediately upon learning of such disclosure, inform the designating party of all pertinent facts relating to such disclosure and shall make every effort to retrieve the designated material and to prevent disclosure by each unauthorized person who received such designated material.

14. Nothing herein shall prevent any Interested Party who has received material designated as "Confidential" or "Highly Confidential" from producing or disclosing in any other matter such "Confidential" or "Highly Confidential" materials in response to a lawful subpoena or other compulsory process; provided that any recipient of a subpoena or other compulsory process shall as soon as reasonably practicable and in no case less than ten (10) business days before production is due give notice thereof to the Interested Parties' counsel in this action and the counsel of any other affected person or persons by telephone and facsimile or electronic transmission, and shall furnish each such counsel with a copy of the subpoena or other compulsory process so as to afford the producing party an opportunity to seek any relief therefrom.

15. If material designated as "Confidential" or "Highly Confidential" is disclosed pursuant to the foregoing paragraph 14, it shall continue to be treated as confidential by all persons and entities subject to this Protective Order unless and until this Court directs otherwise.

**In re G-I Holdings, Inc., et al.**

**Case Nos. 01-30135 (RG) and 01-38790 (RG) (Jointly Administered)**

**STIPULATION AND PROTECTIVE ORDER REGARDING CONFIDENTIAL INFORMATION**

16. Within one hundred and twenty (120) days after the conclusion of the Plan Confirmation litigation or the final conclusion of any appeal taken, the original and/or copies of all "Confidential" and "Highly Confidential" material produced by the Producing Parties shall be destroyed, with an affidavit of destruction provided to the Producing Party, or returned to the Producing Party, at the option of the party to whom such material has been produced, provided, however, that the parties to whom the material has been produced may retain copies of all court filings, transcripts, exhibits, and, where applicable, other documents required to be maintained by written Department of Justice record retention policy as necessary for an understanding of the outcome of the case, provided that all "Confidential" and "Highly Confidential" material contained in such retained material is maintained in accordance with the provisions hereof.

17. Nothing contained in this Protective Order shall be construed to prejudice any parties' right to use in Court any "Confidential" or "Highly Confidential" material. The parties to this Stipulation will work together to develop appropriate measures to prevent the disclosure of any "Confidential" or "Highly Confidential" material at any public hearing or trial, or any other proceeding in connection with any Plan Confirmation litigation. As such, any party to this Stipulation who intends to disclose any "Confidential" or "Highly Confidential" material in such a setting must, before doing so (either at that public hearing, trial or proceeding or before): (i) inform the Producing Party that the party intends to use "Confidential" or "Highly Confidential" material, and (ii) collaborate with the Producing Party to take appropriate measures, consistent with the requirements of Local Civil Rule 5.3 of the Local Rules of the U.S. District Court for the District of New Jersey ("Local Rule 5.3"), to prevent the disclosure of "Confidential" or "Highly Confidential" material at any public hearing or trial, including treatment of the hearing transcript and/or exhibits containing Confidential Discovery Material.

**In re G-I Holdings, Inc., et al.**

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**STIPULATION AND PROTECTIVE ORDER REGARDING CONFIDENTIAL INFORMATION**

18. No "Confidential" or "Highly Confidential" material shall be filed in the public record of this action, subject to the requirements of Local Rule 5.3. All material so designated in accordance with the terms of this Protective Order that is filed with the Court, and any pleadings, motions, or other papers filed with the Court disclosing any such material, shall be filed in a sealed envelope (or other sealed container) which shall be endorsed with the title of the action the words "CONFIDENTIAL INFORMATION" or "HIGHLY CONFIDENTIAL INFORMATION" and a statement in substantially the Following terms:

This envelope contains [indication of the nature of the contents] which were filed in this action, [Title], pending in the United States Bankruptcy Court for the District of New Jersey, by [name of party], pursuant to Protective Order, and is not to be opened or the contents thereof to be displayed or revealed, except by further Order of the Court.

19. The restrictions set forth in any of the preceding paragraphs shall not apply to information or material that:

- (a) was, is or becomes public knowledge, not in violation of this Order;
- (b) is acquired by the non-designating party from a third party having the right to disclose such information or material; or
- (c) was lawfully possessed by the non-designating party prior to entry by the Court of this Order.

20. Notwithstanding the foregoing, this Protective Order does not prohibit or otherwise restrict a party from disclosing information protected by this Protective Order (or any order approving it) that may be relevant to any civil or criminal proceeding or investigation to any Federal or State agency with authority to enforce laws regulating any activity relating to the requested information. Any such Federal or State agency shall keep the information confidential to the extent provided by law, and shall not be subject to this Protective Order.

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**STIPULATION AND PROTECTIVE ORDER REGARDING CONFIDENTIAL INFORMATION**

21. Local Rule 5.3 shall expressly apply herein, except with respect to Local Rule 5.3(b)(5), since there is no assigned Magistrate Judge to this bankruptcy confirmation proceeding.

22. The parties to this agreement will attempt to keep to a minimum the amount of sealed material that might be filed.

23. The "Confidential" and "Highly Confidential" designations provided by the Debtors pursuant to paragraph 8 herein shall supersede the agreements among certain of the Interested Parties to treat the documents previously produced by the Debtors (bates stamped GI000001-2457) as "eyes only." Any documents previously produced by the Debtors (bates stamped GI000001-2457) that are not designated by the Debtors as "Confidential" and "Highly Confidential" material pursuant to paragraph 8 herein shall not be considered "Confidential" and "Highly Confidential."

**[Signatures of Counsel on Following Page]**

In re G-I Holdings, Inc., et al.

Case Nos. 01-30135 (RG) and 01-38790 (RG) (Jointly Administered)

**STIPULATION AND PROTECTIVE ORDER REGARDING CONFIDENTIAL INFORMATION**

Accepted and Agreed To By:

<p>RIKER, DANZIG, SCHERER, HYLAND &amp; PERRETTI LLP</p> <p>By: _____ Dennis J. O'Grady Headquarters Plaza One Speedwell Avenue Morristown, NJ 07962-1981 (973) 538-0800</p> <p>-and-</p> <p>AKIN GUMP STRAUSS HAUER &amp; FELD LLP Andrew J. Rossman (AR NY-0596) David M. Zensky (DZ NY-5913)</p> <p><i>Attorneys for G-I Holdings, Inc.</i></p>	<p>LOWENSTEIN SANDLER, PC</p> <p>By: _____ Jeffrey D. Prol 65 Livingston Avenue Roseland, New Jersey 07068 (973) 597-2500</p> <p>-and-</p> <p>CAPLIN &amp; DRYSDALE, CHARTERED Elihu Inselbuch Peter Van N. Lockwood Trevor W. Swett</p> <p><i>Attorneys for the Official Committee of Asbestos Claimants</i></p>
<p>SAIBER, SCHLESINGER, SATZ &amp; GOLDSTEIN, LLC</p> <p>By: _____ David R. Gross One Gateway Center 13<sup>th</sup> Floor Newark, New Jersey 07102-5311 (973) 622-3333</p> <p>-and-</p> <p>KEATING MUETHING &amp; KLEKAMP PLL Kevin E. Irwin Michael L. Scheier</p> <p><i>Attorneys for Legal Representative</i></p>	

**ATTACHMENT A**  
**CONFIDENTIALITY AGREEMENT**

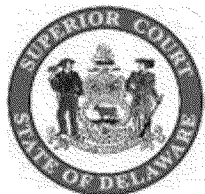
I, \_\_\_\_\_, state:

1. I reside at \_\_\_\_\_.
2. My present employer is \_\_\_\_\_.
3. My present occupation or job description is \_\_\_\_\_.
4. I have read the Stipulation and Protective Order dated \_\_\_\_\_, 2008, and have been engaged as \_\_\_\_\_ on behalf of \_\_\_\_\_ in the preparation and conduct of litigation in connection with Plan Confirmation, as defined in the Stipulation and Protective Order.
5. I am fully familiar with and agree to comply with and be bound by the provisions of said Order. I understand that I am to retain all copies of any documents designated CONFIDENTIAL or HIGHLY CONFIDENTIAL in a secure manner, and that all copies are to remain in my personal custody until I have completed my assigned duties, whereupon the copies and any writings prepared by me containing any information designated CONFIDENTIAL or HIGHLY CONFIDENTIAL are to be returned to Counsel who provided me with such material.
6. I will not divulge to persons other than those specifically authorized by said Order, and will not copy or use except solely for the purpose of this action, any information obtained pursuant to said Order, except as provided in said Order. I also agree to notify any stenographic or clerical personnel who are required to assist me of the terms of said Order.
7. I state under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on \_\_\_\_\_, 200\_\_.



# EXHIBIT 2



**Granted**

/s/ Davis, Eric M Jun 27, 2016

**IN THE SUPERIOR COURT OF THE STATE OF DELAWARE**

ASHLAND INC.; INTERNATIONAL  
SPECIALTY PRODUCTS INC.; ISP  
ENVIRONMENTAL SERVICES INC.;  
and ISP CHEMCO INC.,

Plaintiffs/Counterclaim  
Defendants,

v.

C.A. No. N15C-10-176 EMD  
CCLD

THE SAMUEL J. HEYMAN 1981  
CONTINUING TRUST FOR LAZARUS  
S. HEYMAN; et al.,

Defendants/Counterclaim  
Plaintiffs.

**STIPULATION AND [PROPOSED] ORDER GOVERNING  
THE PRODUCTION AND EXCHANGE OF CONFIDENTIAL  
AND HIGHLY CONFIDENTIAL INFORMATION**

WHEREAS, the parties to the above-captioned action (the “Litigation”) are engaged in discovery proceedings, which include, among other things, taking depositions and producing documents; and

WHEREAS, those discovery proceedings will necessarily involve the production of certain information that the parties to the Litigation (the “Parties,” each a “Party”) believe to be confidential and sensitive commercial, financial, or business information;

IT IS HEREBY STIPULATED AND AGREED, by the Parties hereto, through their undersigned counsel, subject to the approval of the Court, pursuant to

Superior Court Rules 5(g) and 26(c), that this Stipulation and Order Governing the Production and Exchange of Confidential and Highly Confidential Information (the “Stipulation”) will govern the handling of documents, deposition testimony, deposition exhibits, deposition transcripts, written discovery requests, interrogatory responses, responses to requests to admit, and responses to requests for documents, and any other information or material produced, given or exchanged, including any information contained therein or derived therefrom (“Discovery Material”) by or among any Party or non-Party providing Discovery Material (each a “Producing Party”) in this Litigation.

1. Any Producing Party may designate any Discovery Material as “Confidential” under the terms of this Stipulation if such Producing Party reasonably believes in good faith that such Discovery Material contains non-public, confidential, proprietary, sensitive personal information (*e.g.*, sensitive information relating to or associated with the donors, grantors, trustees, members, protectors, or beneficiaries of the Heyman Defendants and/or the Heyman Successor Defendants, as those terms are defined in the First Amended Complaint filed on December 3, 2015), or commercially sensitive information that requires the protections provided in this Stipulation (“Confidential Discovery Material”). Any Producing Party may designate any Discovery Material as “Highly Confidential” under the terms of this Stipulation if such Producing Party

reasonably believes in good faith that disclosure of the Discovery Material other than as permitted pursuant to Paragraph 6 of this Stipulation is substantially likely to cause injury to the Producing Party (“Highly Confidential Discovery Material”).

2. The designation of Discovery Material as Confidential Discovery Material or Highly Confidential Discovery Material shall be made in the following manner:

A. In the case of documents or other materials (apart from depositions or other pre-trial testimony): (i) by affixing the legend “Confidential” or “Highly Confidential,” as applicable, to each page containing any Confidential Discovery Material or Highly Confidential Discovery Material, as applicable, except that in the case of multi-page documents bound together by staple or other permanent binding, the word “Confidential” or “Highly Confidential,” as applicable, need only be stamped on the first page of the document in order for the entire document to be treated as “Confidential” or “Highly Confidential,” respectively; or (ii) in the case of electronically stored information produced in native format, by including “Confidential” or “Highly Confidential,” as applicable, in the file or directory name, or by affixing the legend “Confidential” or “Highly Confidential,” as applicable, to the media containing the Discovery Material (e.g., CD-ROM, floppy disk, DVD).

B. In the case of depositions or other pre-trial testimony: (i) by a statement on the record, by counsel, at the time of such disclosure or before the conclusion of the deposition or testimony; or (ii) by written notice, sent to all Parties within 10 business days of the deposition or other pre-trial testimony; provided that only those portions of the transcript designated as “Confidential” or “Highly Confidential” shall be deemed Confidential Discovery Material or Highly Confidential Discovery Material, as applicable. The Parties may modify this procedure for any particular deposition or other pre-trial testimony, through agreement on the record at such deposition or testimony, without further order of the Court.

C. In the case of any other Discovery Material, by written notice that the Discovery Material constitutes Confidential Discovery Material or Highly Confidential Discovery Material, as applicable.

3. The designation of Discovery Material as “Confidential” or “Highly Confidential,” as applicable, shall constitute a representation that such Discovery Material has been reviewed by an attorney representing the Party making the designation, and that there is a good faith basis for such designation.

4. Inadvertent failure to designate Discovery Material as Confidential Discovery Material or Highly Confidential Discovery Material shall not constitute a waiver of such claim and may be corrected. A Producing Party may designate as

“Confidential” or “Highly Confidential,” as applicable, any Confidential Discovery Material or Highly Confidential Discovery Material that has already been produced, including Discovery Material that the Producing Party inadvertently failed to designate as “Confidential” or “Highly Confidential” (i) by notifying in writing the Party to whom the production has been made that the Discovery Material constitutes Confidential Discovery Material or Highly Confidential Discovery Material, as applicable, or (ii) in a manner consistent with Paragraph 2. Upon receiving such supplemental notice, the Parties receiving such notice shall thereafter mark and treat such Discovery Material as “Confidential” or “Highly Confidential,” as applicable, and such Discovery Material shall be fully subject to this Stipulation from the date of such supplemental notice onward. The Party receiving such notice shall make a reasonable, good-faith effort to ensure that any analyses, memoranda, notes, or other such materials generated based upon such newly designated information are immediately treated as containing Confidential Discovery Material or Highly Confidential Discovery Material, as applicable. In addition, upon receiving such supplemental written notice, any Party who received such notice who disclosed the Discovery Material prior to its designation as “Confidential” or “Highly Confidential,” as applicable, shall exercise its best efforts (i) to ensure the return or destruction of such Discovery Material, (ii) to ensure that any documents or other materials derived from such Discovery

Material are treated as if the Discovery Material had been designated as “Confidential” or “Highly Confidential,” as applicable, when originally produced, (iii) to ensure that such Discovery Material is not further disclosed except in accordance with the terms of this Stipulation, and (iv) to ensure that any such Discovery Material, and any information derived therefrom, is used solely for the purposes described in Paragraph 10 of this Stipulation.

5. Confidential Discovery Material marked “Confidential” may be disclosed, summarized, described, characterized, or otherwise communicated or made available in whole or in part only to the following persons for use in accordance with this Stipulation:

A. The Parties and the directors, officers, managers, employees, partners, and/or advisors of the Parties, or any subsidiary or affiliate thereof, who are directly assisting with or making decisions concerning the Litigation, to the extent deemed reasonably necessary by counsel of record for the purpose of assisting in the prosecution or defense of the Litigation;

B. Counsel who represent Parties in this Litigation (including in-house counsel), and the partners, associates, paralegals, secretaries, clerical, regular and temporary employees, and service vendors of such counsel (including outside copying and litigation support services) who are directly assisting with the Litigation;

C. Subject to Paragraph 8, experts or consultants assisting counsel for the Parties, and partners, associates, paralegals, secretaries, clerical, regular and temporary employees, and service vendors of such experts or consultants (including outside copying services and outside support services) who are directly assisting with the Litigation;

D. Subject to Paragraph 9, witnesses or deponents, and their counsel, only to the extent necessary to conduct or prepare for depositions or testimony in this Litigation;

E. Any person indicated on the face of a document or accompanying covering letter, email, or other communication to be the author, addressee, or an actual or intended recipient of the document, or, in the case of meeting minutes and presentations, an attendee of the meeting;

F. The Court, persons employed by the Court, and court reporters transcribing any hearing, trial, or deposition in this Litigation or any appeal therefrom; and

G. Any other person only upon (i) order of the Court entered upon notice to the Parties, or (ii) written stipulation of, or statement on the record by, the Producing Party who provided the Discovery Material being disclosed, provided that such person signs an undertaking in the form attached as Exhibit A hereto.



6. Discovery Material marked “Highly Confidential” may be disclosed, summarized, described, characterized, or otherwise communicated or made available in whole or in part only to the following persons for use in accordance with this Stipulation:

A. Counsel who represent Parties in this Litigation (including in-house counsel), and the partners, associates, paralegals, secretaries, clerical, regular and temporary employees, and service vendors of such counsel (including outside copying and litigation support services) who are directly assisting with the Litigation;

B. Subject to Paragraph 8, experts or consultants assisting counsel for the Parties, and partners, associates, paralegals, secretaries, clerical, regular and temporary employees, and service vendors of such experts or consultants (including outside copying services and outside support services) only to the extent necessary to assist such experts or consultants with the Litigation;

C. Subject to Paragraph 9, witnesses or deponents, and their counsel, only to the extent necessary to conduct or prepare for depositions or testimony in this Litigation;

D. Any person indicated on the face of a document or accompanying covering letter, email, or other communication to be the author,

addressee, or an actual or intended recipient of the document, or, in the case of meeting minutes and presentations, an attendee of the meeting;

E. The Court, persons employed by the Court, and court reporters transcribing any hearing, trial, or deposition in this Litigation or any appeal therefrom; and

F. Any other person only upon (i) order of the Court entered upon notice to the Parties, or (ii) written stipulation of, or statement on the record by, the Producing Party who provided the Discovery Material being disclosed, provided that such person signs an undertaking in the form attached as Exhibit A hereto.

7. To the extent that testimony is sought concerning Confidential Discovery Material or Highly Confidential Discovery Material, as applicable, during any deposition or in any other pre-trial venue, any Party may exclude any person from the deposition or other venue during such testimony if the Confidential Discovery Material or Highly Confidential Discovery Material, as applicable, may not be disclosed to such person under the terms of this Stipulation.

8. Notwithstanding Paragraphs 5(C) and 6(B), Confidential Discovery Material or Highly Confidential Discovery Material, as applicable, may be provided to persons listed therein only to the extent necessary for such person to prepare a written opinion, to prepare to testify, or to assist counsel in this Litigation, provided that such person (i) is not currently an employee of, consultant

to, discussing employment with, or advising, any Party, any competitor of any Party, or any other party whose interests are adverse to any Party as far as such person can reasonably determine, and (ii) is using said Discovery Material solely in connection with this Litigation, and further provided that such person agrees to be bound by the terms of this Stipulation by signing an undertaking in the form attached as Exhibit A hereto. Counsel for the Party showing, providing, or disclosing Confidential Discovery Material or Highly Confidential Discovery Material, as applicable, to any person required to execute an undertaking pursuant to this paragraph shall be responsible for obtaining such signed undertaking and retaining the original, executed copy thereof. Upon written request, counsel in possession of the original undertaking shall provide a copy of the undertaking to the Party requesting such undertaking within five business days. Under no circumstances shall an expert or consultant who is a competitor or an employee of a competitor of a Party, or who is providing services to any of the foregoing, be provided access to Confidential Discovery Material or Highly Confidential Discovery Material absent further order of the court or consent of the Producing Party. "Competitors" are persons or entities endeavoring to engage in the same or similar lines of business, provide the same or similar services, sell the same or similar products, and/or operate in the same markets, as well as any persons who are actually engaged in any of these activities.

9. Notwithstanding Paragraphs 5(D) and 6(C), Confidential Discovery Material or Highly Confidential Discovery Material may be provided to persons listed therein only after (i) they confirm their understanding and agreement to abide by the terms of this Stipulation by making such a statement on the record, and/or by signing an undertaking in the form attached as Exhibit A hereto, or (ii) a court of competent jurisdiction orders them to abide by the terms of the Stipulation. Counsel for the Party showing Confidential Discovery Material or Highly Confidential Discovery Material to any person required to execute an undertaking pursuant to this paragraph shall be responsible for obtaining such signed undertaking and retaining the original, executed copy thereof. Upon written request, counsel in possession of the original undertaking shall provide a copy of the undertaking to the Party requesting such undertaking within five business days.

10. Discovery Material shall be used solely for purposes of the Litigation and shall not be used for any other purpose, including, without limitation, any business or commercial purpose, or any other litigation or proceeding; provided, however, that the foregoing shall not apply to Discovery Material that is or becomes part of the public record. Notwithstanding the foregoing, this Stipulation shall not preclude the Parties from reaching an agreement as to the use of Discovery Material produced in this litigation in the matter captioned *Ashland Inc., et al. v. G-I Holdings Inc., et al.* (the “New Jersey Action”), currently pending in

the U.S. Bankruptcy Court for the District of New Jersey (“the Bankruptcy Court”) as Adversary Proceeding No. 15-02379, under *In re G-I Holdings Inc., et al.*, Case Nos. 01-30135 (RG) and 01-38790 (RG), which the Parties will discuss in good faith to the extent discovery is permitted to proceed in the New Jersey Action by the Bankruptcy Court (or in state court following any remand). The Parties hereto understand and agree that this Stipulation shall not govern any such Discovery Material requested or produced in the New Jersey Action.

11. Every person to whom Discovery Material is disclosed, summarized, described, characterized, or otherwise communicated or made available, in whole or in part, shall be advised that the information is being disclosed pursuant and subject to the terms of this Stipulation and may not be disclosed or used for purposes other than those permitted hereunder. Each such person shall maintain the Discovery Material, or information derived therefrom, in a manner reasonably calculated to prevent unauthorized disclosure. Any Party issuing a subpoena to a non-Party shall enclose a copy of this Stipulation and notify the non-Party that the protections of this Stipulation are available to such non-Party.

12. Any pleading, brief, memorandum, motion, letter, affidavit, or other document filed with the Court (a “Filing”) that discloses, summarizes, describes, characterizes, or otherwise communicates Confidential Discovery Material or Highly Confidential Discovery Material (a “Confidential Filing”) must be filed

with the Court in accordance with the provisions of Superior Court Civil Rules 5(g) and 79.1 and the Administrative Directive of the President Judge of the Superior Court of the State of Delaware No. 2007-6: eFile Administrative Procedures regarding the filing of sealed documents, which may be accomplished by submitting documents, every page of which shall have a footer stating:

**THIS DOCUMENT IS CONFIDENTIAL AND  
FILED UNDER SEAL. REVIEW AND ACCESS TO  
THIS DOCUMENT IS PROHIBITED EXCEPT BY  
PRIOR COURT ORDER.**

In addition, all such documents must be submitted with a cover page bearing the caption of the Litigation, and stating:

**YOU ARE IN POSSESSION OF A DOCUMENT  
FILED IN THE SUPERIOR COURT OF  
DELAWARE THAT IS CONFIDENTIAL AND  
FILED UNDER SEAL.**

**If you are not authorized by Court Order to view or  
retrieve this document, read no further than this  
page. You should contact the following person:**

**[Filing Attorney or Party's name]  
[Filing Attorney's Law Firm]  
[Filing Attorney or Party's Address]  
[Filing Attorney or Party's Telephone Number]**

No other information should appear on the cover page. If a paper copy of that document is to be submitted to the Court for any reason, that document shall be submitted in a sealed envelope or package marked with the title of the Litigation and bearing a statement substantially in the following form:

**CONFIDENTIAL**

**CONFIDENTIAL FILING PURSUANT TO A  
PROTECTIVE ORDER DATED \_\_\_\_\_, 20\_\_\_\_,  
GOVERNING CONFIDENTIALITY OF  
DOCUMENTS AND INFORMATION OBTAINED  
DURING THE COURSE OF THIS LITIGATION.**

**THIS ENVELOPE IS NEITHER TO BE OPENED  
NOR THE CONTENTS THEREOF DISPLAYED  
OR REVEALED EXCEPT BY OR TO QUALIFIED  
PERSONS OR BY COURT ORDER.**

13. The Parties making a Confidential Filing must comply with the provisions of Superior Court Rule 5(g) including, without limitation, the provisions governing the filing of a copy of the Filing for public inspection.

14. All such materials so filed shall be released from confidential treatment by the Prothonotary only as provided by Superior Court Rule 5(g) or upon further order of the Court. When any Party receives a notice from the Prothonotary pursuant to Rule 5(g) concerning the release of Confidential Discovery Material or Highly Confidential Discovery Material, as applicable, which was filed with the Court by such Party but contains Discovery Material designated as Confidential Discovery Material or Highly Confidential Discovery Material, as applicable, by another Producing Party, the Party receiving the notice shall deliver a copy of such notice (by hand, email, or facsimile transmission) to counsel for such Producing Party within three business days of receipt of such notice, if such notice is not otherwise sent to such Producing Party by the

Prothonotary, so as to enable the latter to seek further confidential treatment or to have the documents returned or destroyed. The provisions of this paragraph may be waived only with the written consent of the Producing Party.

15. In accordance with the provisions of Superior Court Rule 5(g), any Party who objects to the continued restriction on public access to any Confidential Filing, or any portion thereof, shall give written notice of the objection to the person who designated the Court Record for filing under seal. To the extent that the any person seeks to continue the restriction on public access to the Confidential Filing, or any portion thereof, the that person shall file an application with the Court within the seven day period mandated by Superior Court Rule 5(g) for a judicial determination as to whether good cause exists for continued restricted access to the Confidential Filing, or any portion thereof.

16. During the pendency of this Litigation, any Party objecting to the designation of any Discovery Material as “Confidential” or “Highly Confidential,” as applicable, may, after making a good faith effort to resolve any such objection, move on reasonable notice for an order vacating the designation. While such an application is pending, the Discovery Material in question shall be treated as “Confidential” or “Highly Confidential,” as applicable, pursuant to this Stipulation. The provisions of this Stipulation are not intended to shift any burdens of proof, including the burden of establishing that any Discovery Material validly constitutes



Confidential Discovery Material or Highly Confidential Discovery Material, as applicable, which burden remains on the Producing Party that designates such Discovery Material as “Confidential” or “Highly Confidential,” as applicable.

17. The Parties reserve the right to apply, pursuant to Superior Court Rule 5(g) or Rule 26(c), upon short notice, for an order seeking additional safeguards with respect to the use and handling of Discovery Material or to modify the terms of this Stipulation.

18. Entering into this Stipulation, producing or receiving Discovery Material, agreeing to, or otherwise complying with, the terms of this Stipulation, shall not:

A. Prejudice in any way the rights of any Party to (i) seek production of documents or information it considers subject to discovery, or (ii) object to the production of documents or information it considers not subject to discovery;

B. Prejudice in any way the rights of any Party to object to the authenticity or admissibility into evidence of any Discovery Material;

C. Operate as an admission by any Party that any particular Discovery Material constitutes Confidential Discovery Material or Highly Confidential Discovery Material, as applicable, or contains or reflects trade secrets or any other type of confidential information;

D. Prejudice in any way the rights of any Party to (i) petition the Court for a further protective order relating to any purportedly Confidential Discovery Material or Highly Confidential Discovery Material, as applicable, or (ii) seek a determination by the Court whether any Discovery Material should be subject to the terms of this Stipulation;

E. Prevent any Party from agreeing in writing to alter or waive the provisions or protections provided herein with respect to any particular Discovery Material;

F. Prejudice in any way the rights of any Party to object to the relevance, authenticity, use, or admissibility into evidence of any Discovery Material, document, testimony, or other evidence subject to this Stipulation;

G. Preclude any Party from objecting to discovery that it believes to be otherwise improper; or

H. Operate as a waiver of any attorney-client, work product, business strategy, trade secret, or other applicable privilege or protection.

19. This Stipulation has no effect upon, and shall not apply to, a Producing Party's use or disclosure of its own Discovery Material for any purpose. Nothing herein shall: (i) prevent a Producing Party from disclosing its own Discovery Material, or (ii) impose any restrictions on the use or disclosure by any person of documents, materials, or information designated as Confidential

Discovery Material or Highly Confidential Discovery Material, as applicable, obtained lawfully by such person independently of the discovery proceedings in this Litigation, and not otherwise subject to confidentiality restrictions.

20. If Discovery Material that is subject to a claim of attorney-client privilege, attorney work product, or any other applicable privilege or immunity or ground on which production of that information should not be made to any Party, is inadvertently produced to that Party or Parties (“Inadvertent Production Material”), such inadvertent production shall in no way prejudice or otherwise constitute a waiver of, or estoppel as to, any claim of attorney-client privilege, work product or other applicable privilege or immunity.

A. A claim of inadvertent production shall constitute a representation by that Producing Party that the Inadvertent Production Material has been reviewed by an attorney for such Producing Party and that there is a good faith basis for such claim of inadvertent production.

B. If a claim of inadvertent production is made, pursuant to this Stipulation, with respect to Discovery Material then in the custody of another party, the party possessing the Inadvertent Production Material shall: (i) refrain from any further examination or disclosure of the claimed Inadvertent Production Material; (ii) promptly make a good-faith effort to return the claimed Inadvertent Production Material and all copies thereof (including summaries and excerpts as

well as any copies or portions loaded to databases) to counsel for the Producing Party, or destroy all such claimed Inadvertent Production Material (including summaries and excerpts as well as any copies or portions loaded to databases) and all copies thereof, and certify in writing to that fact; (iii) not use the Inadvertent Production Material (or any notes or other work product reflecting the contents of the Inadvertent Production Material) for any purpose until further order of the Court.

C. A Party may move the Court for an order compelling production of the claimed Inadvertent Production Material; however, while such motion is pending, the Discovery Material in question shall be treated as Inadvertent Production Material, and such motion may not assert as a ground for entering such an order the fact or circumstance of the inadvertent production, nor shall such motion include or otherwise disclose, as an attachment, exhibit, or otherwise, the Inadvertent Production Material (or any portion thereof) that is the subject of such motion.

21. In the event additional parties join or are joined in this Litigation, they shall not have access to Confidential Discovery Material or Highly Confidential Discovery Material, as applicable, until the newly joined party by its counsel has executed and filed with the Court its agreement to be fully bound by this Stipulation.

22. The Parties agree to be bound by the terms of this Stipulation pending the entry by the Court of this Stipulation, and any violation of its terms shall be subject to the same sanctions and penalties as if this Stipulation had been entered by the Court.

23. Subject to the requirements of Superior Court Rule 5(g), and any applicable rule of the Delaware Supreme Court, the provisions of this Stipulation shall, absent written permission of the Producing Party or further order of the Court, continue to be binding throughout and after the conclusion of the Litigation, including, without limitation, any appeals therefrom, except as provided in this Stipulation.

24. In the event that any Confidential Discovery Material or Highly Confidential Discovery Material, as applicable, is used in open court during any court proceeding or filed as a trial exhibit, the material shall lose its confidential status and become part of the public record, unless the Producing Party applies for and obtains an order from this Court specifically maintaining the “Confidential” or “Highly Confidential” status, as applicable, of particular material. Prior to any court proceeding in which Confidential Discovery Material or Highly Confidential Discovery Material is to be used, counsel shall confer in good faith on such procedures that may be necessary or advisable to protect the confidentiality of any such Discovery Material.

25. Nothing herein shall be deemed to waive any applicable common law or statutory privilege, work product, or other applicable privilege or immunity.

26. Within 30 days after receiving notice of the entry of an order, judgment, or decree finally disposing of this Litigation, or any other proceeding in which Confidential Discovery Material or Highly Confidential Discovery Material, as applicable, is permitted to be used, including the exhaustion of all possible appeals, and upon the written request of the Producing Party, all persons having received Confidential Discovery Material or Highly Confidential Discovery Material, as applicable, shall either (i) make a good-faith and reasonable effort to return such material and all copies thereof (including summaries, excerpts, and derivative works, as well as any copies or portions loaded to databases) to counsel for the Producing Party; or (ii) make a good-faith and reasonable effort to destroy all such Confidential Discovery Material or Highly Confidential Discovery Material, as applicable, and certify to that fact in writing to counsel for the Producing Party. However, counsel for the Parties shall be entitled to retain court papers, deposition and trial transcripts, and litigation files (including attorney work product and internal materials containing information derived from Confidential or Highly Confidential Discovery Material, provided that such litigation files do not duplicate verbatim substantial portions of the content of Confidential Discovery Material or Highly Confidential Discovery Material), provided that such counsel,

and employees of such counsel, shall maintain the confidentiality thereof and shall not disclose such court papers, depositions and trial transcripts, and litigation files (including attorney work product and internal materials containing information derived from Confidential or Highly Confidential Discovery Material, provided that such litigation files do not duplicate verbatim substantial portions of the content of Confidential Discovery Material or Highly Confidential Discovery Material) to any person except pursuant to a court order or agreement by the Producing Party or except as otherwise required by law. All materials returned to the Parties or their counsel by the Court likewise shall be disposed of in accordance with this paragraph. All provisions of this Stipulation restricting the use of documents designated as “Confidential” or “Highly Confidential” shall continue to be binding after the conclusion of the Litigation unless otherwise agreed or ordered.

27. If any person in possession of Confidential Discovery Material or Highly Confidential Discovery Material, as applicable, (the “Receiver”) receives a subpoena or other compulsory process seeking the production or other disclosure of Confidential Discovery Material or Highly Confidential Discovery Material, as applicable, produced or designated as “Confidential” or “Highly Confidential,” as applicable, by a Producing Party other than the Receiver (collectively, a “Demand”), the Receiver shall give written notice (by hand, email, or overnight

Federal Express) to counsel for the Producing Party within three business days of receipt of such Demand (or if a response to the Demand is due in less than three business days, at least 24 hours prior to the deadline for a response to the Demand and via email and by hand), identifying the Confidential Discovery Material or Highly Confidential Discovery Material, as applicable, sought and enclosing a copy of the Demand, and must object to the production of the Confidential Discovery Material or Highly Confidential Discovery Material, as applicable, on the grounds of the existence of this Stipulation. The burden of opposing the enforcement of the Demand will fall on the Producing Party. Nothing herein shall be construed as requiring the Receiver or anyone else covered by this Stipulation to challenge or appeal any order requiring production of Confidential Discovery Material or Highly Confidential Discovery Material, as applicable, covered by this Stipulation, or to subject itself to any penalties for noncompliance with any legal process or order, or to seek any relief from this Court or any other court. Compliance by the Receiver with any order directing production pursuant to a Demand of any Confidential Discovery Material or Highly Confidential Discovery Material, as applicable, will not constitute a violation of this Stipulation.

28. No Receiver shall reveal any Confidential Discovery Material or Highly Confidential Discovery Material, as applicable, or the information contained therein, to anyone not entitled to receive such Confidential Discovery



Material or Highly Confidential Discovery Material, as applicable, under the terms of this Stipulation. In the event that Confidential Discovery Material or Highly Confidential Discovery Material, as applicable, is disclosed to any person other than in the manner authorized by this Stipulation, or that any information comes to the Receiver's attention, that may indicate there was or is likely to be a loss of confidentiality of any Confidential Discovery Material or Highly Confidential Discovery Material, as applicable, the Receiver responsible for the disclosure or loss of confidentiality shall immediately inform the Producing Party of all pertinent facts relating to the disclosure or loss of confidentiality, including, if known, the name, address, employer, and contact information (e.g., telephone number(s), email address(es)) of each person to whom the disclosure was made. The Receiver responsible for the disclosure or loss of confidentiality shall also make reasonable efforts to prevent disclosure of Confidential Discovery Material or Highly Confidential Discovery Material, as applicable, by each unauthorized person who receives the information.

29. The Parties agree that the production of any Discovery Material by any non-Party shall be subject to and governed by the terms of this Stipulation.

30. This Stipulation may be executed by email or conformed signature and may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one agreement.

31. This Stipulation, and any dispute arising out of or relating in any way to this Stipulation, whether in contract, tort or otherwise, shall be governed by and construed in accordance with the laws of the state of Delaware, without regard to conflict of laws principles. Each of the Parties (a) irrevocably submits to the personal jurisdiction of any state court sitting in the state of Delaware, as well as to the jurisdiction of all courts to which an appeal may be taken from such courts, in any suit, action or proceeding arising out of or relating to this Stipulation, (b) agrees that all claims in respect of such suit, action or proceeding shall be brought, heard and determined exclusively in the Delaware Superior Court in and for New Castle County (provided that, in the event that subject matter jurisdiction is unavailable in that court, then all such claims shall be brought, heard and determined exclusively in any other state court sitting in the state of Delaware), and (c) agrees that it shall not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from such court. Each of the Parties waives any defense of inconvenient forum with respect to any suit, action or proceeding brought in accordance with this paragraph. Each of the Parties further consents and agrees that process in any suit, action or proceeding may be served on such Party by certified mail, return receipt requested, addressed to such Party or such Party's registered agent in the state of its incorporation or organization, or in any other manner provided by law.

/s/ Christopher Viceconte

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Dated: June 22, 2016

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*Attorney for Defendants and Counterclaim  
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SO ORDERED this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
The Honorable Eric M. Davis

**EXHIBIT A**

**IN THE SUPERIOR COURT OF THE STATE OF DELAWARE**

ASHLAND INC.; INTERNATIONAL	)	
SPECIALTY PRODUCTS INC.; ISP	)	
ENVIRONMENTAL SERVICES INC.; and ISP	)	
CHEMCO INC.,	)	
Plaintiffs and Counterclaim-Defendants,	)	C.A. No. N15C-10-176 EMD
	)	CCLD
v.	)	
THE SAMUEL J. HEYMAN 1981 CONTINUING	)	
TRUST FOR LAZARUS S. HEYMAN; et al.,	)	
Defendants and Counterclaim-Plaintiffs.	)	

**AGREEMENT TO BE BOUND BY STIPULATION AND  
ORDER GOVERNING THE PRODUCTION AND EXCHANGE OF  
CONFIDENTIAL AND HIGHLY CONFIDENTIAL INFORMATION**

I have read the Stipulation and Order Governing the Production and Exchange of Confidential and Highly Confidential Information (the “Stipulation”) in the above-captioned action. I understand its terms and agree to be fully bound by them, and I hereby submit to the jurisdiction of the Superior Court of the State of Delaware for purposes of enforcement of the Stipulation. I further agree not to disclose or use any Confidential Discovery Material or Highly Confidential Discovery Material (as defined in the Stipulation) for purposes other than those permitted under the Stipulation.

## EXHIBIT A

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Signature

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Name

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Affiliation

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Date

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Title